



- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means ABM Industries Group, LLC, or any successors or assigns.

**2.0 EFFECTIVE DATE AND TERM**

- A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with Section 14.0.
- B. The term of this Agreement shall begin with the Effective Date and end on the 28th day of February, 2027.

**3.0 SCOPE OF WORK**

- A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached **Exhibit “A,”** incorporated herein by reference for all purposes
- B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.
- C. Vendor shall satisfactorily provide all deliverables and services described herein and referenced in **Exhibit “A”** within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

**4.0 COSTS**

- A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit “A.”**
- B. The City is authorized to pay the Vendor an amount not-to-exceed **\$305,729.00,** for the term of this Agreement.
- D. If there is a change in either the service area or frequency of services, the parties agree to negotiate a reasonable price adjustment. However, provided that Vendor shall not increase its pricing without City’s prior written approval, Vendor may, in its sole discretion, adjust the number of its personnel needed to sufficiently perform the scope of services specified herein.

E. Prices shall remain firm throughout the initial twelve (12) month term of the Agreement. A price increase to the Agreement may be considered on the anniversary date of the Agreement each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% unless otherwise approved by the City.

1. Consumer Price Index (CPI): Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U\_) for all Urban Customers. The price adjustment rate shall be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
2. Procedure to Request Increase: (i) Email the written price increase request to [purchasing@roundrocktexas.gov](mailto:purchasing@roundrocktexas.gov) with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Agreement anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase; and (ii) Upon receipt of the request, the City reserves the right to either accept the escalation, negotiate with Vendor, or either party may terminate the Agreement with thirty (30) days' written notice if an agreement cannot be reached on the value of the increase.

## **5.0 INVOICES**

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

## **6.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and

agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

## **7.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

## **8.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **9.0 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

## **10.0 INSURANCE**

Vendor shall meet all City insurance requirements as set forth in the attached Exhibit “B,” incorporated herein by reference for all purposes.

## **11.0 CITY’S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Eric Dady, Facilities Manager  
General Services Department  
212 Commerce Boulevard  
Round Rock, TX 78664  
(512) 218-5472  
[edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)

## **12.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party’s intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

## **13.0 DEFAULT**

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

## **14.0 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon sixty (60) days’ prior written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Vendor provided Vendor has been noticed and given a commercially reasonable opportunity to cure and fails to cure default.

C. Vendor has the right to terminate this Agreement with cause, that being in the event of a material and substantial breach by City, or without cause, in whole or in part, at any time upon sixty (60) days' prior written notice.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **15.0 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, reasonable attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur to the extent caused by Vendor's willful negligence, willful misconduct or other fault in Vendor's performance under this Agreement. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim. Except as may be owed to a third party under a party's indemnification obligations, neither party shall be liable one to the other whether under contract, statute, tort (including negligence) or otherwise for any indirect, exemplary, unforeseeable, loss of profits, loss of use, punitive or consequential, incidental, or special damages, even if that party is notified in advance of such possibility, regardless of the form of the claim or action.

## **16.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.



C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

#### **17.0 ASSIGNMENT AND DELEGATION**

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

#### **18.0 NOTICES**

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated below; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

##### **Notice to Vendor:**

Vendor: ABM Industry Groups, LLC  
Address: 11651 Plano Road  
Suite 200  
Dallas, TX 75243  
Attn: Mark S. DeMouset

With a copy to: ABM Legal Department, [LegalNotice@abm.com](mailto:LegalNotice@abm.com)

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

**19.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**20.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**21.0 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**22.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**23.0 MISCELLANEOUS PROVISIONS**

A. **Standard of Care.** Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and



that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

**B. Time is of the Essence.** The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**C. Binding Agreement.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

**D. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

**IN WITNESS WHEREOF**, City and Vendor have executed this Agreement on the dates indicated.

**ABM Industry Groups, LLC**

By: Deborah Isakson  
Printed Name: Deborah Isakson  
Title: Branch Manager  
Date Signed: 12-30-2024

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**EXHIBIT "A"**



# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

Year 1 of contract-2025

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Clay Madsen Rec Center (CMRC)**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Clay Madsen Rec Center (CMRC)</b>	142.65	\$133.30	\$ 19,015.75
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Materials/Supplies		\$136.40	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

SUBTOTAL (without tax) \$ 19,015.75





# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett  
713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664

ATTN: Amanda Crowell

Year 2 of contract-2026

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Clay Madsen Rec Center (CMRC)**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Clay Madsen Rec Center (CMRC)</b>	142.65	\$136.64	\$ 19,491.15
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Materials/Supplies		\$136.40	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

SUBTOTAL (without tax) \$ 19,491.15





# QUOTE

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DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

Year 3 of contract-2027

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Clay Madsen Rec Center (CMRC)**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Clay Madsen Rec Center (CMRC)</b>	142.65	\$140.05	\$ 19,978.43
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Materials/Supplies		\$136.40	
<b>ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS</b>			
		<b>SUBTOTAL (without tax)</b>	<b>\$ 19,978.43</b>





# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

**Year 1 of contract-2025**

**Cleaning Services Requested:**

**Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)**

**Per Clean for High Rafter Cleaning for Clay Madsen Rec Center (CMRC) POOL ROOM**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - CMRC - Pool Room</b>	63.20	\$133.30	\$ 8,425.36
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Materials/Supplies		\$69.30	
<b>ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS</b>			
SUBTOTAL (without tax)			\$ 8,425.36

**FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED**



# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett  
713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664

ATTN: Amanda Crowell

**Year 2 of contract-2026**

**Cleaning Services Requested:**

**Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)**

**Per Clean for High Rafter Cleaning for Clay Madsen Rec Center (CMRC) POOL ROOM**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - CMRC - Pool Room</b>	63.20	\$136.64	\$ 8,635.99
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Materials/Supplies		\$69.30	
<b>ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS</b>			
SUBTOTAL (without tax)			\$ 8,635.99

**FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED**





# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

Year 3 of contract-2027

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Clean for High Rafter Cleaning for Clay Madsen Rec Center (CMRC) POOL ROOM**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - CMRC - Pool Room</b>	63.20	\$140.05	\$ 8,851.89
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Materials/Supplies		\$69.30	
<b>ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS</b>			
		<b>SUBTOTAL (without tax)</b>	<b>\$ 8,851.89</b>

FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED



# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett  
713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664

ATTN: Amanda Crowell

Year 1 of contract-2025

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning for High Rafter Cleaning - (PD) "Sally Port" and Small Garage**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - (PD) "Sally Port" and Small Garage</b>	91.40	\$133.304	\$ 12,184.55
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Materials/Supplies		\$106.15	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

SUBTOTAL (without tax) \$ 12,184.55





# QUOTE

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DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

Year 2 of contract-2026

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning for High Rafter Cleaning - (PD) "Sally Port" and Small Garage**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - (PD) "Sally Port" and Small Garage</b>	91.40	\$136.637	\$ 12,489.16
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Materials/Supplies		\$106.15	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

**SUBTOTAL (without tax) \$ 12,489.16**





# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE September 10, 2024

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

**Year 3 of contract-2027**

**Cleaning Services Requested:**

**Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)**

**Per Cleaning for High Rafter Cleaning - (PD) "Sally Port" and Small Garage**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - (PD) "Sally Port" and Small Garage</b>	91.40	\$140.053	\$ 12,801.39
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Materials/Supplies		\$106.15	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

**SUBTOTAL (without tax) \$ 12,801.39**





# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE June 12, 2025

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664

ATTN: Amanda Crowell

Year 1 of contract-2025

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Round Rock Sports Center (RRSC)**

**This includes RRSC expansion of additional 35,951 sq.ft. completed in 2025**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Round Rock Sports Center (RRSC)</b>	437.50	\$136.64	\$ 59,777.90
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Materials/Supplies		\$214.500	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

SUBTOTAL (without tax) \$ 59,777.90

FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED





# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE June 12, 2025

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

**Year 2 of contract-2026**

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Round Rock Sports Center (RRSC)**

**This includes RRSC expansion of additional 35,951 sq.ft. completed in 2025**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Round Rock Sports Center (RRSC)</b>	437.50	\$140.05	\$ 61,272.35
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Materials/Supplies		\$214.500	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

**SUBTOTAL (without tax) \$ 61,272.35**

**FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED**





# QUOTE

Quote delivered via: e-mail

DATE June 12, 2024

EXPIRATION DATE June 12, 2025

Mark DeMoussett

713-539-8676

[Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)

Prepared for: City of Roundrock  
 221 E. Main Street  
 Round Rock, TX 78664

ATTN: Amanda Crowell

Year 3 of contract-2027

**Cleaning Services Requested:**

Buy Board Contract # 726-24 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Round Rock Sports Center (RRSC)**

**This includes RRSC expansion of additional 35,951 sq.ft. completed in 2025**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Round Rock Sports Center (RRSC)</b>	437.50	\$143.55	\$ 62,804.16
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Materials/Supplies		\$214.500	

**ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS**

SUBTOTAL (without tax) \$ 62,804.16

FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED





## City of Round Rock Insurance Requirements

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
  - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
  - 1.2. The following standard insurance policies shall be required:
    - 1.2.1. General Liability Policy
    - 1.2.2. Automobile Liability Policy
    - 1.2.3. Worker's Compensation Policy
  - 1.3. The following general requirements are applicable to all policies:
    - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
    - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
    - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
    - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.
    - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
      - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
      - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
    - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.
  - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request



by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.

- 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
  - 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
  - 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's,  
(as the interest of each insured may appear) as to all applicable coverage.
  - 1.5.3. Provide thirty days' notice to the City of cancellation, non-renewal, or material changes.
  - 1.5.4. Remove all language on the certificate of insurance indicating:
    - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
    - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
  - 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
  - 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
  - 1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
  - 1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
  - 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
  - 1.5.10. All notices shall be mailed to the City at the following addresses:

**Assistant City Manager  
City of Round Rock  
221 East Main  
Round Rock, TX 78664-5299**

**City Attorney  
City of Round Rock  
309 East Main  
Round Rock, TX 78664**

**2. WORKERS COMPENSATION INSURANCE**

- 2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
  - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or



## Exhibit "B"



TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

- 2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the OWNER.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the agreement.
- 2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR shall, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
  - 2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2.6.2. no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
  - 2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements

## Exhibit "B"



of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;

- 2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- 2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
    - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
    - 2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
  - 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  - 2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
  - 2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the owner